

CITY OF NEWPORT
GOODS AND SERVICES CONTRACT

**Special Inspections for
NE 71st St Pump Station Improvements and 1.0 MG Storage Tank**

BASED UPON the Contractor's proposal submitted for Special Inspection and Materials Testing Services for the NE 71st St Pump Station Improvements and 1.0 MG Storage Tank project, City of Newport (City) and Northwest Testing, Inc. (Contractor) hereby enter into a contract for services in accordance with the specifications and quote provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) Exhibit A – Contractor Proposal for “Special Inspection and Materials Testing Services, City of Newport, NE 71st St Pump Station Improvements and 1.0 MG Storage Tank”, dated 6/10/15
 - (2) Exhibit B – Oregon Public Contracting Requirements for Goods and Service Contracts
1. Term. The term of this Contract shall extend from its execution to project completion, unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.
 2. Scope of Work. Contractor shall provide all materials, labor, equipment, and all other services and facilities necessary for the services specified in the attached Exhibit A (Project).
 3. Compensation.
 - 3.1 Basis of Payment. Contractor shall complete Project as defined above and in the attached exhibits for the prices in Exhibit A, with an estimated total fee of \$11,342.80.
 - 3.2 Invoices. Payments shall be based upon Contractor's invoices submitted to City, detailing the previous month's fees and costs.
 - a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date, subject to a five percent (5%) retainage to be paid only after full performance and acceptance by City.

b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals and authorizations necessary for Contractor's performance.

5. Termination for Convenience.

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

6.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

6.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured

the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

8.1 If terminated under paragraph 7 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.

8.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.

8.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

8.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

8.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.

9. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the ~~highest~~ standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing. *AL*

10. Reports. The Contractor shall provide City with reports as detailed in Contractor's proposal, at a minimum of once per month, outlining the Project progress, issues of concern and budget status.

11. Change Orders. Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall

determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.

12. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract. Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.
13. Security and Substance Check. Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
14. Access to Records. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
15. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

City of Newport
169 SW Coast Highway
Newport, OR 97365
Phone: (541) 574-3366
Fax: (541) 265-3301

CONTRACTOR:

Northwest Testing, Inc.
9120 SW Pioneer Court, Suite B
Wilsonville, Oregon 97070
Phone: 503.682.1880
Fax: 503.682.2753

16. Warranty. ~~Contractor warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.~~ 12
17. Insurance. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance

shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

17.1. Commercial General Liability Insurance

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Errors & Omissions	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$50,000
Medical Expense (Any one person)	\$5,000

17.2. Commercial Automobile Insurance

Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

17.3. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

17.4. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.

17.5. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage of Contractor's insurance without 30 days prior written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days prior notice of cancellation to the City

17.6. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.

17.8. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

17.9. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement.

18. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.

19. Force Majeure. This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is effected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.
20. Independent Contractor. It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
21. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
22. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
23. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lincoln County Circuit Court, Lincoln County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
24. Public Contracting Requirements. Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235,

as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.

25. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
26. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
27. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
28. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.

29. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:



Signed by:

Spencer R. Nebel, City Manager

Date: 06-23-15

CONTRACTOR:



Signed by:

Name: Thomas Ginsbach

Title: President

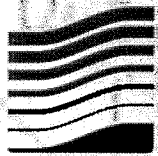
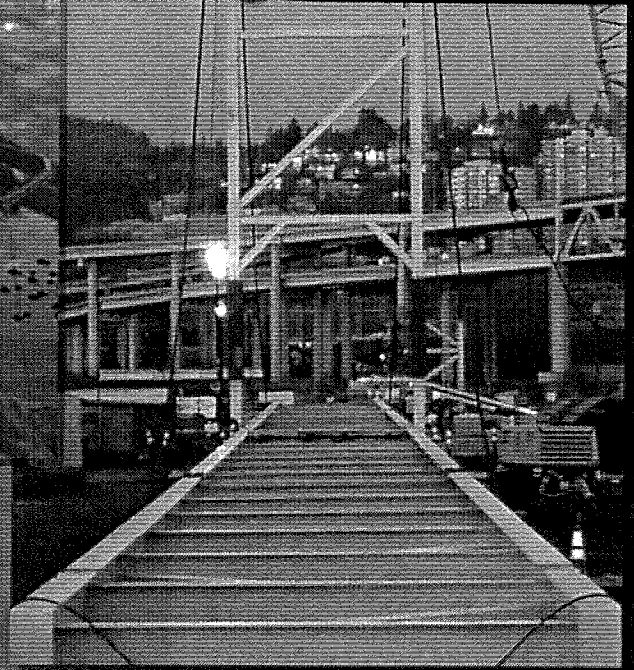
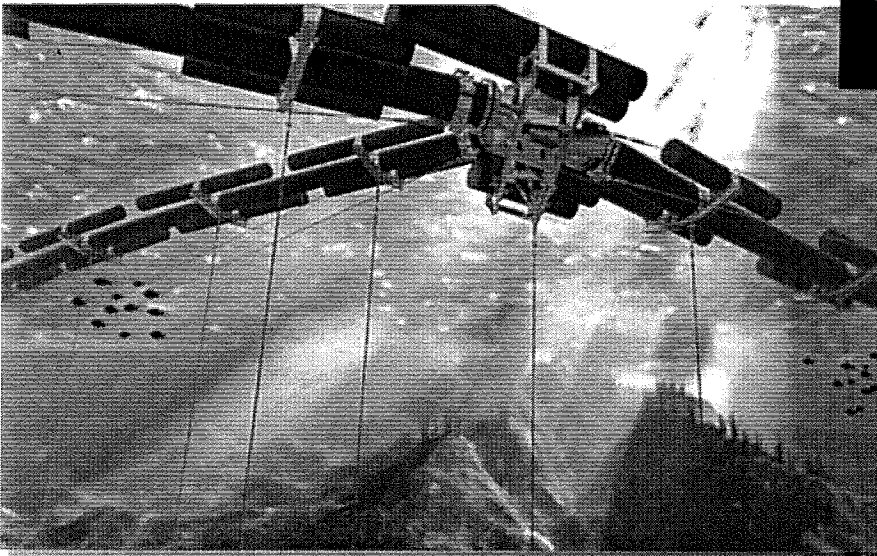
Date: June 17, 2015

Approved as to Form



City Attorney

EXHIBIT A

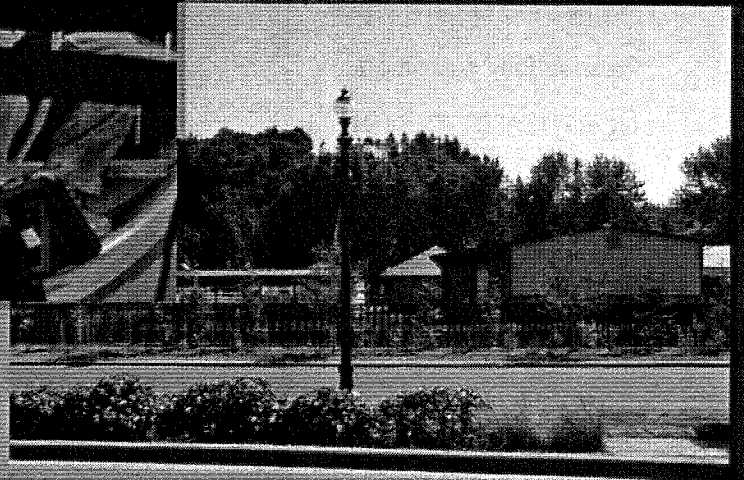
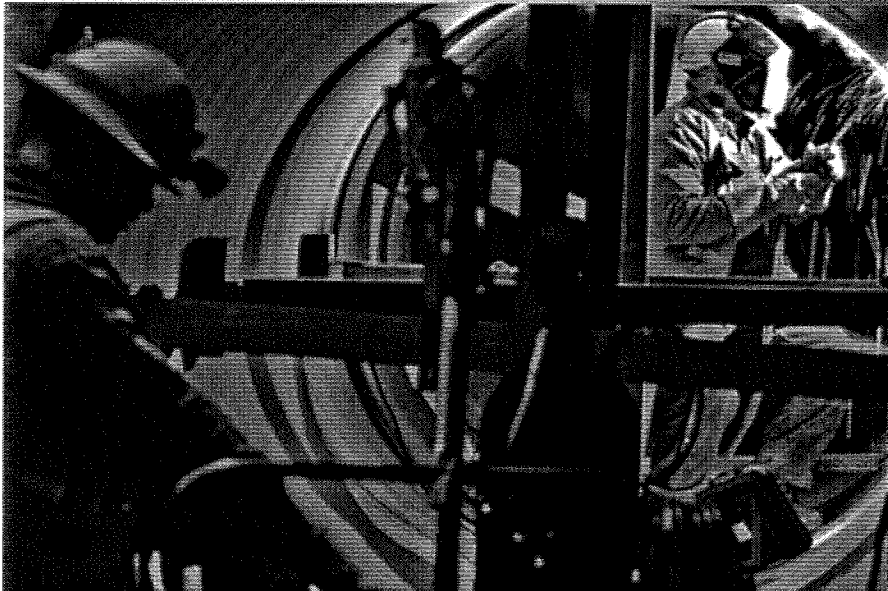


Northwest Geotech, Inc.
Northwest Testing, Inc.

**PROPOSAL FOR
SPECIAL INSPECTION AND
MATERIALS TESTING SERVICES
CITY OF NEWPORT
NE 71ST STREET PUMP STATION
IMPROVEMENTS AND
1.0 MG STORAGE TANK**

SUBMITTED TO:

**CITY OF NEWPORT
169 SW COAST HWY
NEWPORT, «STATE» 97365**



9120 SW Pioneer Court, Suite B
Wilsonville, Oregon 97070
PH: 503.682.1880 | FX: 503.682.2753
www.nwgeotech.com

June 10, 2015

June 10, 2015
Proposal No. 15-230

City of Newport
169 SW Coast Hwy.
Newport, «State» 97365

Attention: «Title» Olaf Sweetman, P.E.
Assistant City Engineer

Subject: Proposal for Special Inspection
And Materials Testing Services
City of Newport
NE 71st Street Pump Station Improvements
and 1.0 MG Storage Tank

Dear «Title» Sweetman:

As requested, Northwest Testing, Inc. (NTI) is pleased to submit the following information that expresses our interest in providing special inspection and materials testing services for the NE 71st Street Pump Station Improvements and 1.0 MG Storage Tank. In preparation of this proposal, we have reviewed the project plans, specifications, and the Oregon Structural Specialty Code.

NTI will provide experienced and certified technical personnel to perform special inspection and materials testing services. Technicians will have cell phones, company vehicles, necessary safety equipment, and applicable testing equipment available at all times. Although efforts will be made to maintain our services within the estimated amount, work will be accomplished on a unit price basis in accordance with the submitted Project Fee Schedule. NTI's fees will be determined by the actual amount of technical time expended for the project and the amount of laboratory testing performed.

NTI is fully dedicated to our projects throughout the duration and ensures that we never hinder the schedule or the project. If selected for services NTI will commit our top management and field personnel to the project and will maintain the ability to meet the scheduling demands of the projects at all times. NTI will accurately identify and communicate the materials testing and inspection requirements to the project team in advance of any particular construction activity. We believe our services will be invaluable to the successful completion of the project.

NTI appreciates this opportunity to offer our services to your project and looks forward to working with you during the construction phases. If you have any questions regarding this proposal, please contact the undersigned.

Respectfully submitted,

NORTHWEST TESTING, INC.

Michael A. Ginsbach
Construction Services Manager
9120 SW Pioneer Court, Suite B
Wilsonville, Oregon 97070
PH: (503) 682-1880 | FX: (503) 682-2753
mike@nwgeotech.com
www.nwgeotech.com

Enclosures: Proposal
Cost Estimate Summary
Project Fee Schedule

Copies: (1) Addressee (email)

SECTION 1

FIRM EXPERIENCE AND QUALIFICATIONS

EXECUTIVE SUMMARY

NTI PROJECT APPROACH

LISTEN TO OUR CLIENT'S NEEDS AND THEN DESIGN THE SERVICES TO SATISFY THOSE REQUIREMENTS.

NTI provides experienced and certified technical personnel to perform all testing and inspection services. Our in-house laboratory has been inspected and approved by the American Association for Laboratory Accreditation (A2LA), the Oregon Building Officials Association (OBOA),

the Washington Association of Building Officials (WABO), the City of Portland (COP-BDS), the Oregon Department of Transportation (ODOT) and the U.S. Army Corps of Engineers (USACE). NTI is managed by professional engineers who maintain the company philosophy concerning the importance of quality, accuracy, thoroughness, and professionalism. The manner in which we will approach the management of our services for the subject contract will be effectual, flexible, and will improve the quality of the end product. Throughout our 30-year history, NTI has demonstrated our diligence to hard work, excellent personnel, timely service, and professionalism. NTI is experienced with materials testing and inspection services and has provided such inspection services for Oregon Health Sciences University, Toyota, Chemeketa Community College, Portland Community College, TriMet, the U.S. Army Corps of Engineers, Oregon Department of Transportation, City of Tualatin, City of Woodburn, City of Wilsonville, Washington County, and the City of Lake Oswego amongst others. Our approach to a project is to listen to our client's needs and

TOP TIER LABORATORY

OUR IN-HOUSE LABORATORY HAS BEEN INSPECTED AND APPROVED BY OBOA, A2LA, WABO, CITY OF PORTLAND (BDS), ODOT, AND THE U.S. ARMY CORPS OF ENGINEERS.

COMPANY BACKGROUND

Northwest Testing, Inc. (NTI) is a division of Northwest Geotech, Inc. (NGI), which was founded in 1983 to provide construction monitoring, special inspection, and materials testing, geotechnical and environmental assistance to private and public projects including municipalities, owners, contractors, developers, architects and engineers throughout the Pacific Northwest. The range of projects typically serviced by NTI includes water facilities, streets and highways, bridges, light rail facilities, churches, schools, fire stations, hospitals, justice facilities, high-rise structures, stadiums, industrial complexes, residential and commercial developments, and wireless tower sites. NTI's approach to a project is to listen to our client's needs and then design the services to satisfy those requirements. This approach maintains cost-effective management while ensuring necessary client contact through completion of the project.

SERVING SINCE 1983

NTI HAS CONDUCTED BUSINESS FOR OVER 30 YEARS IN THE PACIFIC NORTHWEST

NTI has conducted business for over 30 years in the Pacific Northwest. Our company has operated under the same ownership and management group since its founding. This has contributed to maintaining our reputation as a stable, professional firm of integrity. In

addition, as a locally owned Oregon-based business, our focus is on serving the needs of the Pacific Northwest and building long term business relationships based on a high standard of work.

NTI believes that we can add valuable insight, experience, professionalism, and project management support to meet the needs of this contract in an efficient manner. Our flexibility can accommodate nearly any requirement for invoicing, reporting, tracking, or manpower needs. Technical staff and laboratory qualifications include certification/approval through the following organizations:



The American Association for
Laboratory Accreditation (A2LA)



Oregon Building Officials
Association (OBOA)



American Society for Nondestructive
Testing (ASNT)



American Society for Testing and
Materials (ASTM)



City of Portland Bureau of
Development Services



US Army Corps
of Engineers

United States Army Corps of
Engineers (USACE)



American Welding Society



OR State Board of Examiners for
Engineering and Land Surveying



American Concrete Institute (ACI)



International Code Council (ICC)



National Institute for Certification in
Engineering Technologies (NICET)



Oregon Department of Transportation
(ODOT)



Washington Association of Building
Officials (WABO)



American Association of State Highway
And Transportation Officials (AASHTO)



Oregon State Board of Geologist
Examiners (OSBGE)



Oregon Construction Contractor's
Board

Our in-house laboratory has been inspected and approved by the American Association for Laboratory Accreditation (A2LA), the Oregon Building Officials Association (OBOA), the City of Portland Bureau of Development Services (COP-BDS), the Washington Association of Building Officials (WABO), the City of Corvallis Bureau of Buildings, the Oregon Department of Transportation (ODOT) and the U.S. Army Corps of Engineers (USACE). NTI operates under and is certified to meet ASTM E329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction", including the subcategories of ASTM D3740 (Soils), C1077 (Concrete), A880 (Steel), and E543 (Non-Destructive), the International Standards ISO/IEC 17020 "General Criteria for the Operation of Various Types of Bodies Performing Inspection", ISO/IEC 17025 "General Requirements for the Competence of Testing and Calibration Laboratories" and ISO/IEC 9000 "Quality System Management."

Our current staff of approximately 30 includes numerous individuals who have the necessary experience and training, that have worked for NTI for several years, and who are immediately available for work under this contract. NTI proposes to provide qualified, experienced, and fully equipped special inspectors for services under this contract. NTI will attempt to maintain continuity by providing the assigned inspector for each inspection service for the contract duration. NTI will maintain the capability to complete all phases of the project within the time schedule, staff all scheduled inspections, and meet all project deadlines.

Safety is an instilled core value directly related to our ability to provide excellent construction services. NTI knows one way to do things, the safe way, to ensure our most important asset, our personnel, are sent home injury free every day. Strict adherence to our continuously evolving comprehensive safety program, OSHA regulations, as well as site specific customer safety programs has allowed NTI to maintain our organizational goal of zero lost time for the past several years.

NTI is managed by professional engineers who maintain the company philosophy concerning the importance of quality, accuracy, thoroughness, and professionalism. NTI has an organizational structure which allows for efficient project management and ease of communication. NTI is divided into the three business units of Special Inspection/Materials Testing, Geotechnical Engineering, and Environmental Engineering. Each business unit is managed by a professional engineer or senior staff with over 16 years of experience. Various inspectors, staff engineers, or other personnel then report to the respective manager.

PREVIOUS EXPERIENCE WITH SIMILAR PROJECTS

NTI is very experienced with materials testing and inspection services. The company has completed materials testing, special inspection, engineering, geologic, and environmental services on over 9,000 projects. NTI provides on-call materials testing and inspection services for Toyota, Weyerhaeuser, Georgia Pacific, Boise Cascade, British Petroleum, City of Portland, Chemeketa Community College, Portland Community College, Port of Portland, Tri-Met, the US Army Corps of Engineers, Boeing, Xerox Corporation, Tektronix, Centex Homes, VoiceStream Wireless (T-Mobile), and numerous other private companies and government agencies. NTI has provided professional and technical services for the cities of Tualatin and Wilsonville since 1983, and the City of Woodburn since 1990. NTI has provided flexible testing services for Lake Oswego Public Works projects since 1997. NTI is currently providing special inspection services under flexible service contracts for the Port of Portland, City of Portland Bureau of Parks & Recreation, City of Portland Bureau of General Services, and the City of Portland Materials Testing Lab.

To illustrate our inspection, testing, and project management capabilities, the following is a list of projects

PROJECT EXPERIENCE

In June 2010 NTI began providing special inspection and materials testing in support of the new Dawson Creek Force Main and Pump Station in Hillsboro, Oregon. The dual

Dawson Creek Force Main and Pump Station

Hillsboro, Oregon

24-inch HDPE pressurized sewer lines were installed along a 16,000 linear-foot extension from the site of the new pump station, via a 150-foot prefabricated truss bridge, to the existing Rock Creek Wastewater Treatment Facility. The new force main and pump station will relieve the existing Dawson Creek gravity interceptor and provide sanitary sewer service for future development of the Dawson Creek drainage basin area. Construction of the pump station included a permanent diversion structure, a wet well, maintenance facilities, a control building, and a CARV

**PROJECT DETAILS**

TIME PERIOD: 06/2010 to 11/2011
OWNER: Clean Water Services
OWNER REP: John Michael
 Clean Water Services
 (503) 547-8129
CONTRACTOR: Kerr Contractors
 (971) 216-0050

In addition, the project included various roadway improvements and the widening of Brookwood Parkway. NTI's duties included reinforced concrete inspections, structural steel inspections of welding and high-strength bolting, ultrasonic weld evaluation, magnetic particle testing of welds, proprietary anchor installation inspections, in-place nuclear density testing, and laboratory materials testing. The project was completed in

SI MT RC H EW SS PA

NTI provided special inspection services for the construction of a 5 million gallon water tank as well as seismic upgrades to 3 additional water

City of Tualatin - 5 Million Gallon Reservoir

Tualatin, Oregon

PROJECT DETAILS

TIME PERIOD: 03/2006 to 12/2006
OWNER: City of Tualatin
OWNER REP: Bill Griffin
 CH2MHILL
 (503) 235-5000
CONTRACTOR: Ron Rollins
 Morse Construction
 (425) 250-2731

storage tanks. NTI's duties included reinforced concrete inspections, welding inspections, overview of non-destructive testing, and proprietary anchor inspections.



City of Tualatin

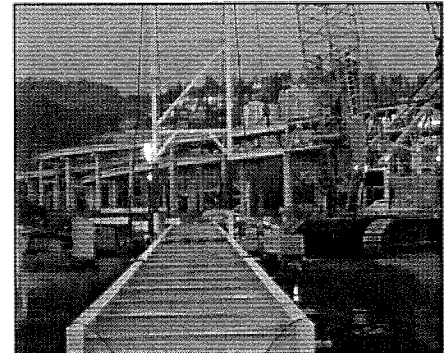
SI MT RC H EW SS PA

SERVICES LEGEND	GT	Geotechnical	GO	Geological	SI	Special Inspection	MT	Materials Testing	RC	Reinforced Concrete	MORE PROJECTS
	SC	Shotcrete	R	Roofing	AC	Asphaltic Concrete	SM	Structural Masonry	HB	High-Strength	
	W	Waterproofing	BC	Concrete Batch	EW	Earthwork	SS	Structural Steel Analysis	PC	Precast/Prestressed Concrete	
	F	Fireproofing	DP	Drilled Piers, Piling	SW	Structural Wood	PA	Proprietary Anchors	SR	Seismic Resistance	
	SU	Suspended Ceilings	RF	Raised Access Floors	CF	Cold Formed Steel Framing	SK	Smoke Control Systems	EI	External Insulation & Finish Systems	

In 1994 the City of Portland and the Oregon Department of Environmental Quality agreed to a combined sewer abatement plan. Combined Sewer Overflow Project was the largest project included in the twenty year abatement plan to improve watershed health, restore habitat for endangered salmon and steelhead, and reduce raw sewage overflow from contaminating the Willamette River by 94% by the year 2011. This reduction in combined sewer overflows equates to more than three billion gallons of raw sewage annually.

Combined Sewer Overflow Project

Portland, Oregon



The East Side Combined Sewer Overflow Project (ESCSO) is the final and one of the largest aspects of the abatement plan, and at \$382.5 million, the "Big Pipe Project" is the largest public works contract ever awarded by the City of Portland. The 22-foot diameter ESCSO tunnel spans a 6-mile distance at depths of up to 165 feet below the City of Portland. Seven shafts, ranging from 49 to 67 feet in diameter were also constructed to connect existing outfall pipes to the tunnel. NTI provided materials testing and special inspection in support of the project. NTI's duties included material quality control for the fiber reinforced and non-fiber reinforced pre-cast concrete tunnel panels, water quality sampling and testing, welding inspection of the TBM cutter heads, and structural steel inspections of welding and high-strength bolting for the waste material conveyor system. In addition, NTI assisted with design, and managed the installation and analysis of geophysical site monitoring systems, including bore hole inclinometers/piezometers and strain gauges. NTI's material quality control testing included providing the City of Portland an experienced field inspection representative for full-time construction monitoring and quality assurance of the precast plant construction activities. NTI also provided laboratory testing that included split-tensile testing of fiber reinforced concrete, compressive strength testing of the fiber reinforced and non-fiber reinforced concrete, density, absorption and voids of hardened concrete, and flexural performance of fiber reinforced concrete (using beam with third-point loading) for each of the 48,000 tunnel segments that were utilized for the ESCSO.

At 14 feet in diameter, 120 feet deep, and four miles long, the \$293 million West Side Combined Sewer Overflow Project (WSCSO) is a close second to its sister tunnel, the ESCSO, as the second largest public works contract ever awarded by the City of Portland. The tunnel runs from SW Clay Street in Downtown Portland, takes a near one-mile journey under the Willamette River, and ends at a 220 million gallon per day pump station on Swan Island. The WSCSO also includes five shafts that connect the tunnel to existing outfalls and allow for maintenance access. For over two years, NTI provided materials testing, laboratory testing, and special inspection in support of this project. Duties included rheological testing of the bentonite slurry utilized throughout the project. Due to geological composition, the material the tunnel boring machines were required to pass through was not self-supporting. This situation required a slurry mixture to be pumped into the ground ahead of the cutters on the tunneling machines to keep the ground from collapsing. While this system of pumping bentonite slurry has been used in Europe, the WSCSO tunnel is the first time it has been utilized in the United States. The rheological properties of the slurry and its ability to "plug" highly permeable gravels were critically important to the effectiveness and productivity of the tunnel boring machines. This dependency on a reliable and consistent slurry mix directly influenced the cost of the tunnel boring operations and consequently the overall cost of the project. The bentonite slurry

PROJECT DETAILS

TIME PERIOD: 2006 to 2009
OWNER: City of Portland/DEQ
OWNER REP: Glen Tonack
 Kiewit Pacific Co.
 (503) 290-7031
APPROX FEES: \$1,030,000

GT SI MT RC HB

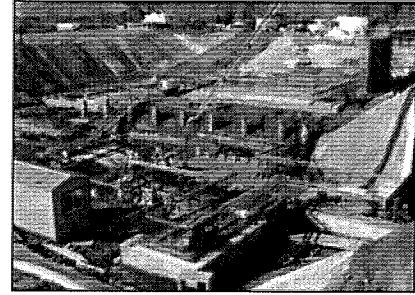
SERVICES LEGEND	SC	Shotcrete	R	Roofing	AC	Asphaltic Concrete	SM	Structural Masonry	HB	High-Strength
	W	Waterproofing	BC	Concrete Batch	EW	Earthwork	PA	Proprietary Anchors	PC	Precast/Prestressed Concrete
	F	Fireproofing	DP	Drilled Piers, Piling	SW	Structural Wood	SK	Smoke Control Systems	SR	Seismic Resistance
	SU	Suspended Ceilings	RF	Raised Access Floors	CF	Cold Formed Steel Framing	SI	Special Inspection	MT	Materials Testing
	GO	Geotechnical	GO	Geological	GO	Geological	GO	Geological	GO	Geological

MORE PROJECTS

NTI provided special inspection and materials testing services in support of construction of the improvements and expansion to the Tri-City Water Pollution Control Plant (WPCP). Originally designed and constructed in 1986 to serve a much smaller population in Oregon City, West Linn, and Gladstone, the WPCP now processes waste from over 38,000 residences each day. With the population continuing to grow, the two-year, \$79.9 million project is intended to meet the area's needs through 2015. Included in the expansion is the addition of a 6,746 square-foot Fine Screens Building, Pipe Galleries, an Influent Pump Station, a Primary Sedimentation Building, Aeration Basins, a 7,805 square-foot MBR Blower Building, a MBR Aeration Basin, a 12,990 square-foot Membrane Building, a UV Disinfection

Tri-City Water Pollution Control Plant

Oregon City, Oregon



PROJECT DETAILS

TIME PERIOD: 10/2008 to 3/2010
OWNER: City of Oregon City
OWNER REP: Floyd Bayless
 URS Corporation
 (360) 340-1501
CONTRACTOR: Ed Pietrok
 Slayden Construction
 Group (503) 769-1969
APPROX FEES: \$306,100

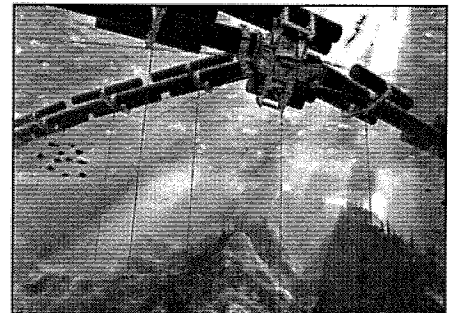
area, an Odor Control Building and new Chemical and Lime Handling Buildings. Completed in July 2010, the Tri-City WPCP Phase 1 Expansion increased the capability of the existing plant by more than 4.0 million gallons per average day and 10.0 million gallons per day during peak hour flow. NTI duties included reinforced concrete inspection of over 19,000 cubic yards of concrete, earthwork monitoring for the placement of over 38,000 cubic yards of structural fill and controlled low strength material, structural steel inspections of high strength bolting and welding, proprietary anchor

SI MT RC HB EM SS PA

In early June of 2009 NTI began providing special inspection and materials testing services in support of the \$110 million Lake Oswego Interceptor Sewer project, which aimed to replace the existing wastewater pipe that forms the backbone of the City's sewer system serving 75% of Lake Oswego households and businesses. The existing line consists of 20,000 feet of sewer pipe ranging from 12" to 36" in diameter and was constructed in the early 1960's. Over 90% of the existing line lies within Oswego Lake and its tributaries and is inadequately supported above the lake bed by timbers and steel piles. Recent evaluations of the existing pipe revealed the potential for numerous catastrophic failures in the event of an earthquake, which would've allowed millions of gallons of untreated wastewater to infiltrate the lake. The replacement of the LOIS system was accomplished by both a pile-supported pipe

Lake Oswego Interceptor Sewer (LOIS)

Lake Oswego, Oregon



PROJECT DETAILS

TIME PERIOD: 06/2009 - 04/2010
OWNER: City of Lake Oswego
OWNER REP: Jerome Duletzke
 Brown & Caldwell
 (503) 244-7005
APPROX FEES: \$232,900

and a buoyant, gravity flow pipeline. The gravity flow pipeline was constructed of polyethylene and held below the surface of Oswego Lake by steel tethers anchored to the bedrock beneath the lake bed. NTI's services provided for the LOIS project included reinforced concrete inspection, earthwork monitoring, materials testing, welding inspection of hundreds of full penetration welds for pile splices, magnetic particle inspection of

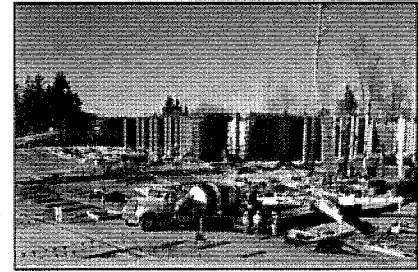
SI MT RC EM SS P

SERVICES LEGEND	GT	Geotechnical	GO	Geological	SI	Special Inspection	MT	Materials Testing	RC	Reinforced Concrete	MORE PROJECTS
	SC	Shotcrete	R	Roofing	AC	Asphaltic Concrete	SM	Structural Masonry	HB	High-Strength	
	W	Waterproofing	BC	Concrete Batch	EW	Earthwork	SE	Structural Steel Erection	PC	Precast/Prestressed Concrete	
	F	Fireproofing	DP	Drilled Piers, Piling	SW	Structural Wood	PA	Proprietary Anchors	SR	Seismic Resistance	
	SU	Suspended Ceilings	RF	Raised Access Floors	CF	Cold Formed Steel Framing	SK	Smoke Control Systems	EI	External Insulation & Finish Systems	

Through a contract with the City of Portland Bureau of Environmental Services, NTI is providing special inspectors to both the Powell Butte and Kelly Butte Reservoir projects. The City of Portland must have sufficient drinking water storage capacity to meet the anticipated growth in demand for water consumption and fighting fires. The city must also offset the loss of its five open reservoirs that, due to federal regulations, are scheduled to be disconnected by 2020. The \$138 million project consists of a new 50 million gallon underground reservoir, an emergency overflow structure, a caretaker residence, and a maintenance building. The \$90 million Kelly Butte Reservoir project includes a new 25 million gallon underground reservoir, access roads, overflow basin, and an intricate network of underground piping, vaults, and valve structures. NTI's duties have included special inspection of reinforced concrete, structural masonry, structural steel, proprietary anchors, and structural wood.

Powell Butte and Kelly Butte Reservoir Projects

Portland, Oregon



PROJECT DETAILS

TIME PERIOD: 2012 to Present
OWNER: Portland Water Bureau
OWNER REP: Ted Roos
 Portland Water Bureau
 (503) 823-8994

The \$90 million Kelly Butte Reservoir project includes a new 25 million gallon underground reservoir, access roads, overflow basin, and an intricate network of underground piping, vaults, and valve structures. NTI's duties have included special inspection of reinforced concrete, structural masonry, structural steel, proprietary anchors, and structural wood.

SI MT RC SM HB PA

In January 2009, NTI began providing special inspection and materials testing services for the \$21 million Sandy River Conduit Relocation project. The project included relocating two of the three main conduits that deliver the City of Portland's Bull Run water to thousands of consumers each day. The conduits previously crossed the Sandy River via a 100 year-old bridge that was determined to be

Sandy River Conduit Relocation

Sandy, Oregon



PROJECT DETAILS

TIME PERIOD: 01/2009 to 11/2010
OWNER: Portland Water Bureau
OWNER REP: Kevin Krank
 Kielwit Pacific Co.
 (503) 290-7031
OWNER REP: Neil Bruesch
 City of Portland –
 Materials Testing Lab
 (503) 823-2340

“seismically unsound” to carry one of Portland's most important commodities. The conduits cross the Sandy River in a 30-foot diameter, 435-foot long tunnel nearly 90 feet below the river. Services provided by NTI for this project include reinforced concrete inspection, earthwork monitoring, shotcrete inspection, and welding inspection including magnetic particle examination and ultrasonic weld evaluation of hundreds of full penetration welds for splices along the conduits.

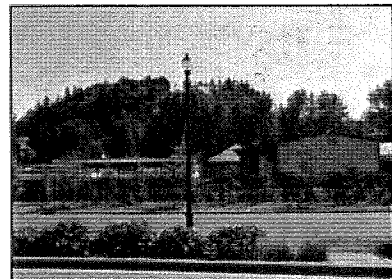
APPROX FEES: \$288,450

SI MT RC SC EW ES

NTI provided special inspection and construction monitoring in support of the construction for improvements to the water treatment plant. The City of Rainier was ordered by the State of Oregon's Department of Environmental Quality (DEQ) and the Federal Environmental Protection Agency (EPA) to improve the existing wastewater treatment plant to meet standards set forth by DEQ and

City of Rainier Wastewater Treatment Plant (WWTP)

City of Rainier, Oregon



PROJECT DETAILS

TIME PERIOD: 2008 to 2009
OWNER: City of Rainier
OWNER REP: Lars Gare
 City of Rainier
 Administrator
 (503) 556-7301
CONTRACTOR: Tim Bauman Stellar J
 (360) 225-7996 Ext. 14
ENGINEER: Shawn Spargo
 Kennedy Consultants

The improvements included the construction a new 500,000 gallon treatment unit, a dewatering and biosolids storage buildings, a new blower building, and a laboratory. NTI's duties included earthwork monitoring, reinforced concrete inspection, structural steel inspection of high-strength bolting and welding, proprietary anchor inspection, pull-testing of proprietary anchors, compaction testing of asphaltic concrete, structural masonry inspection, and laboratory testing.

SI MT RC AC SM HB PA

SERVICES LEGEND	GT	Geotechnical	GO	Geological	SI	Special Inspection	MT	Materials Testing	RC	Reinforced Concrete
	SC	Shotcrete	R	Roofing	AC	Asphaltic Concrete	SM	Structural Masonry	HB	High-Strength
	W	Waterproofing	BC	Concrete Batch	EW	Earthwork	ES		PC	Precast/Prestressed Concrete
	F	Fireproofing	DP	Drilled Piers, Piling	SW	Structural Wood	PA	Proprietary Anchors	SR	Seismic Resistance
	SU	Suspended Ceilings	RF	Raised Access Floors	CF	Cold Formed Steel Framing	SK	Smoke Control Systems	EI	External Insulation & Finish Systems

SECTION 2

KEY PERSONNEL QUALIFICATIONS

Mr. Michael A. Ginsbach, NTI's Construction Services Manager and the proposed project manager for any resultant assignments, will manage the overall administrative and technical aspects of our services. As a project is assigned, Mr. Ginsbach will be available to meet with the City of Newport representatives, and/or the contractor's representatives to ensure an understanding of the inspection requirements. At this point communication channels will be established and the assigned inspectors would be familiarized with the specific project requirements. Mr. Ginsbach will be the contact for scheduling and executing all inspections and testing including setting up each inspector prior to the scheduled inspections, maintaining contact with the inspectors during field inspections and debriefing the inspectors post inspection. Mr. Ginsbach will review and ensure timely distribution of daily inspection reports. Throughout the project Mr. Ginsbach will provide assistance troubleshooting or resolving any technical problems that may arise while maintaining the overall quality of services. Mr. Ginsbach will provide 24-hour, 7 days a week contact information and alternative contact information to the project team.

Ms. Bridgett Adame will serve as Laboratory Manager for the materials testing department. Ms. Adame will assist Mr. Ginsbach (Project Manager) in reviewing specifications and testing requirements. Ms. Adame will help coordinate representative sampling of construction materials to be tested; ensure proper handling, transportation, and storage of these materials; and select the appropriate test methods to provide construction materials testing according to the project plans and specifications. Ms. Adame will confirm the results of each test carried out by the laboratory are reported accurately, clearly, unambiguously and objectively, in accordance with specifications and test methods in a timely manner. Throughout the project Ms. Adame will maintain communication of the test results with the inspectors in the field and the project's representative, and will be available for consultation.

Mr. Geoff Gagner, one of NTI Lead Special Inspectors, will be the primary inspector for the NE 71st Street Pump Station Improvements project. Mr. Gagner has 8 years of experience providing special inspection and testing service for NTI. He is certified by the Oregon Building Officials Association to provide special inspection and testing in all categories required for the NE 71st Street Pump Station Improvements project. He is competent at reviewing plans and specifications for special inspection requirements and communicating with the owner, contractor, engineer, architect, and building official to assure that the relevant codes are observed. Mr. Gagner has extensive experience as a lead special inspector and has filled this position on many of NTI's largest and most complex projects in the last several years.

Vasko Bradov, Dan Fiske, Doug Stroh, David Hamilton, Kalin Bradov, Jason Gish, Matt Zeller, Wes Watkins, Levi Evans, Patrick Altman, Michael Hodge, Scott Bates, and Bill Bires, amongst others are anticipated to be support inspectors/technicians that may be utilized under this contract. As with any project that NTI undertakes, the project management will have the backing and available contacts of our senior management staff of professional engineers when required. These individuals include Thomas Ginsbach, P.E., G.E., President/Principal Engineer and Technical Director, Steve Day, P.E., G.E., Principal Engineer, Wayne Olsen, P.E., G.E., Project Engineer and Douglas Gless, C.E.G., Engineering Geologist. A proposed project staff, experience, and certifications summary table follows.

PROPOSED PROJECT STAFF EXPERIENCE AND CERTIFICATIONS

EMPLOYEE	YEARS OF EXPERIENCE	YEARS WITH NTI	CERTIFICATIONS														
			ICC/OBOA/COP										OTHER				
			REINFORCED CONCRETE	PRESTRESSED CONCRETE	STRUCTURAL STEEL	FIREPROOFING	STRUCTURAL MASONRY	PROPRIETARY ANCHORS	SHOTCRETE	STRUCTURAL WOOD	ACI GRADE I	AWS/CERTIFIED WELDING INSP.	ASNT LEVEL II NDE	EARTHWORK MONITORING	ASPHALTIC CONCRETE MONITORING	LABORATORY TRAINING	ODOT	NICET
CONSTRUCTION SERVICES MANAGER																	
Michael A. Ginsbach	20	20															
LABORATORY SUPERVISOR																	
Bridgett Adame	17	14															
LEAD TECHNICIAN																	
Geoffrey Gagner	19	8															
SUPPORT TECHNICIANS																	
Doug Stroh	12	12															
Jason Gish	6	6															
Vasko Bradov	21	9															
David Hamilton	14	9															
Dan Fiske	8	4															
Kalin Bradov	7	7															
Wes Watkins	17	3															
LABORATORY TECHNICIANS																	
Scott Bates	6	4															
Bill Bires	8	8															

PROPOSED PROJECT STAFFING

SECTION 3

AVAILABILITY

NTI has never failed to staff an inspection given the minimum 24-hour notice as required by the building code. Inspections will be provided promptly when requested. In circumstances of extremely short notice, NTI has temporarily assigned certified engineers and geologists to provide materials testing and special inspection. Our staff works diligently to adjust schedules and has routinely covered inspections with short notice (less than 24-hours). When necessary, NTI will staff the project within two hours of receiving a scheduling request. NTI has the reputation of being the most dependable agency in the Pacific Northwest for meeting schedule demands.

Throughout our 30-plus-year history, NTI has managed to staff all of our projects a high level of attention and expertise; the capacity to manage varying work levels is inherent in NTI's organizational structure and company growth strategy. Our firm mainly consists of engineers and technicians without additional marketing personnel. Accordingly, when our workload is lighter, our engineers and senior special inspectors spend more time on marketing efforts. Conversely, when a project demands additional personnel or during peak construction periods of the year, there is excess capacity built in to our company staffing to accommodate the additional inspection requests.

NTI is nearing completion of services for the Willamette River Transit Bridge and Approaches, the Powell Butte Reservoir project, and a Garmin manufacturing facility in Salem. We have just recently completed services for a Portland Community College Campus Expansion, a Chemeketa Community College Campus Expansion, and the Portland Emergency Coordination Center building. The conclusion of these projects allows us to commit our most experienced and knowledgeable inspection team to the NE 71st Street Pump Station Improvements project. Furthermore, NTI will ensure this team is available throughout the project duration until completion.

Our current staff consists of five professional engineers, one engineering geologist, 15 special inspection/field personnel, three laboratory technicians and four administrative/accounting staff. NTI does not anticipate any circumstances where we could not provide a technician within three hours, if needed.

SECTION 4 PROJECT APPROACH

PROVEN QUALITY ASSURANCE SYSTEM

NTI has implemented a written in-house quality assurance program to ensure a high level of accuracy and reproducibility in our services. As part of this QA program, our materials testing, laboratory and inspection personnel must complete our training program prior to conducting test procedures or inspections not previously performed. This training program includes demonstrating knowledge of applicable test methods, code requirements, reporting forms, equipment utilized, terminology and calculations. Proficiency must be demonstrated repeatedly under the direct supervision of our technical director, field supervisors, laboratory supervisor, and/or other qualified senior technicians prior to completing services independently. NTI audits all personnel semi-annually. A copy of NTI's quality system manual and personnel training files are available at our office for review upon request.

NTI will utilize only technicians qualified to perform the work required under the direct supervision of a management team capable of providing the guidance and oversight necessary to maintain a high level of quality work and client satisfaction. NTI actively hires qualified degreed and certified personnel and promotes attendance at training seminars. In addition, training is provided in-house through our experienced personnel and documented in accordance with our quality system requirements. NTI's inspectors are adept at reviewing plans and specifications for inspection and materials testing requirements and communicating with the owner, contractors, design authority, and the building official, when necessary, to assure all relevant inspection requirements are observed.

The manner in which NTI approaches the management of our services for the subject contract will be effectual, flexible, and will improve the quality of the end product. NTI's experience and specialized background will allow us to anticipate and isolate conditions that may result in unsatisfactory work.

NTI will cooperate with the contractor in a manner that is consistent with The City of Newport's interests. For the protection of the owner and the public, while avoiding delay or interfering with the contractor unnecessarily, our services will help to assure that the finished construction will meet the requirements of the contract documents.

NTI is known for unbiased materials testing and inspection work. NTI only staffs persons of integrity with practical experience and technical understanding. NTI has a track record of hard work, excellent personnel, timely services, and professionalism that speaks for itself.

NTI will produce quality, thorough, and typed daily reports in a timely fashion for all services provided. The daily reports will be formatted depending on the category of inspection and each report will be sequenced to facilitate a clear understanding of the inspection/testing activity. Draft reports will be submitted at the end of each workday. All field reports and laboratory test results will be reviewed by NTI's construction services manager for final distribution to the City of Newport, the contractor, Civil West Engineering Services, Inc., the building official, and others as requested. We will also maintain a punchlist for documentation of items requiring remedial action. The punchlist will be updated and distributed periodically. As typically required, a final report will be submitted upon completion of our scope of services.

Recognizing the importance and sensitivity of correct billing, NTI takes great care in its invoicing. The timesheets for NTI's employees are posted to our accounting system on a daily basis so that project costs versus budgets can be easily tracked. All of the job posting, accounting and billing operations are completed at our Wilsonville, Oregon office which allows for easier and expedited oversight of project costs. Furthermore, NTI's Account Manager, Mr. Brett Hui monitors project costs versus budgeted amounts through our budget tracking software and issues letters of notification before budget thresholds are exceeded. With NTI's current billing software we are able to provide the contract number, dates when services were furnished and an itemized breakdown of the hours worked and services provided on each invoice.

Our approach to a project is to listen to our client's needs and then design the services to satisfy those requirements. This approach maintains cost-effective management while ensuring necessary client contact through completion of the project. NTI's invoices can be tailored to meet the City of Newport's requirements and are normally rendered on a monthly basis.

The proposed project team has the experience and knowledge to identify problems before they occur, however, cost effectiveness by NTI can also occur when problems arise. Our test results will be reliable and not subject to speculation. Our team will lend their expertise in formulation of alternatives and solutions to any problems that may arise. We will work closely with the contractors to minimize inspection time in accordance with full-time or periodic inspection requirements, as well as maximize the efficiency of our on-site inspections. NTI typically to maintain the same inspectors for the duration of the project. This will help eliminate redundancies. We will also try to schedule a

APPROACH TO THE ESTIMATE

multi-certified inspector to cover more than one type of inspection required throughout the day. NTI's Construction Services Manager, Michael A. Ginsbach, has 20 years of successfully scoping, estimating, and managing inspection and testing budgets. Mr. Ginsbach is uniquely certified as both a Special Inspector and Field Supervisor in all Special Inspection categories recognized by the Oregon Building Officials Association (OBOA) and the City of Portland. Mr. Ginsbach is currently serving as the Chairperson for the OBOA Special Inspection Program, a committee that interprets the level of inspection required within the state and educates other inspection agencies as to the requirements. Mr. Ginsbach's approach to developing an accurate cost estimate for the NE 71st Pump Street Station Improvements included the following:

- Careful review of the project plans and specifications in conjunction with the Oregon State Specialty Code and other reference standards to gain a comprehensive understanding of the special inspection and materials testing requirements of the project.
- Anticipating deferred submittals and the related additional inspection or testing for inclusion in the estimate.
- Compilation of a comprehensive and accurate scope and estimate of all special inspection and material testing required for the project.
- NTI will provide The City of Newport's Representatives, the design team, and the contractor an opportunity to review and comment on the estimate.

Despite the challenges with estimating the costs of on-call services, NTI is confident that the identified approach to estimating the project special inspection and testing scope costs will be thorough and accurate. NTI's scope of work and budget estimate includes all specified special inspection and materials testing associated with the NE 71 Street Pump Station Improvements. In the end, this is an estimate that NTI can stand by. Our approach will likely provide an accurate, reasonable cost estimate that allows for the required special inspection and materials testing with an allowance for re-inspection and standby time without a need for additional budget requests or surprises.

ASSUMPTIONS

NE 71ST STREET PUMP STATION IMPROVEMENTS AND 1.0 MG STORAGE TANK CITY OF NEWPORT

When determining the cost estimate summaries the following assumptions were made:

- The contractor is anticipated to be efficient when scheduling/coordinating work requiring special inspection. Added costs associated with delays or on-site cancellations of scheduled inspections have not been included.
- Added costs associated with re-inspection or re-testing when original inspections or tests fail to show compliance with the project requirements have not been included.
- Often times we can schedule multiple inspections to be handled with one site visit (i.e., monitoring installation of epoxy anchors post concrete footing placement.)
- "Site work" concrete such as curbs, sidewalks, etc., does not require inspection.
- The contractor will retain and pay for compaction testing in accordance with specification section 02321.
- A local shop will be utilized for steel fabrication.
- Some time has been allowed for overtime rate inspections. Overtime rate inspections will not be typically incurred.
- Good lines of communication will be established between the general contractor, subcontractors, and fabricators, to ensure effective, efficient scheduling of inspectors.
- Identified non-conformances will be addressed by the contractor/subcontractor and will not be consistently repeated.

COST ESTIMATE SUMMARY - BUILDING

NE 71ST STREET PUMP STATION IMPROVEMENTS

CITY OF NEWPORT

SPECIAL INSPECTION AND MATERIALS TESTING

REINFORCED CONCRETEReinforcement Placement, Concrete Placement, Sampling, Sample Pick-Up, etc. (Estimated 6 Visits)

Reinforced Concrete Inspector:	42	Hours @ \$	52.00	.....	\$	2,184.00
Reinforced Concrete Inspector OT:	4	Hours @ \$	71.50	.....	\$	286.00

Subtotal: \$ 2,470.00

Associated Laboratory Testing

7 Sets of 3 Compressive Strength Cylinders	21	Tests @ \$	20.00	\$	420.00
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Subtotal: \$ 420.00

STRUCTURAL MASONRYBlock Layment, Mortar and Grout Placement, Sampling, Sample Pick-Up, etc. (Estimated 3 Visits)

Structural Masonry Inspector:	33	Hours @ \$	52.00	\$	1,716.00
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Subtotal: \$ 1,716.00

Associated Laboratory Testing

1 Sets of 3 Masonry Block:	3	Tests @ \$	100.00	\$	300.00
2 Sets of 3 Grout Prisms:	6	Tests @ \$	20.00	.....	\$	120.00
1 Sets of 3 Mortar Prisms:	3	Tests @ \$	20.00	.....	\$	60.00

Subtotal: \$ 480.00

PROPRIETARY ANCHOR/DOWEL INSTALLATIONSAdhesive/Mechanical Anchor and Dowel Installation, etc. (Estimated 3 Visits)

Engineering Technician:	22	Hours @ \$	52.00	.....	\$	1,144.00
Torque Wrench (250 ft./lb. capacity):	1	Days @ \$	35.00	.....	\$	35.00

Subtotal: \$ 1,179.00

STRUCTURAL STEELShop Welding, Field Welding, High Strength Bolting, Erection, etc. (Estimated 3 Visits)

Structural Steel Inspector:	25	Hours @ \$	59.00	.....	\$	1,475.00
Skidmore-Willhelm Bolt Tension Verification Device:	1	Days @ \$	60.00	.....	\$	60.00

Subtotal: \$ 1,535.00

COST ESTIMATE SUMMARY - BUILDING WASTEWATER TREATMENT PLANT IMPROVEMENTS CITY OF NEWPORT SPECIAL INSPECTION AND MATERIALS TESTING

MISCELLANEOUS SERVICES

*Construction Services /

Laboratory Manager:	6	Hours @ \$	90.00	.....	\$	540.00
Administrative Support:	1	Hours @ \$	55.00	\$	55.00
Clerical Support:	6	Hours @ \$	37.00	\$	222.00

Mileage:	4956	Miles @ \$	0.55	\$	2,725.80
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Subtotal:	\$	3,542.80
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Estimated Total:	\$	11,342.80
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*Includes time associated with report review, inspection coordination and oversight, etc.

CONSTRUCTION SERVICES FEE SCHEDULE

PERSONNEL

PER HOUR

Inspection and Testing Services

Earthwork Inspection and Testing (includes nuclear gauge).....	\$52.00
Asphaltic Concrete Density Testing and Sampling (includes nuclear gauge)	\$52.00
Reinforced Concrete Inspection and Sampling	\$52.00
Prestressed Concrete Inspection	\$52.00
Masonry Inspection and Sampling	\$52.00
Epoxy and Expansion Anchor Inspection	\$52.00
Shotcrete Inspection and Sampling	\$52.00
Fireproofing Inspection and Sampling	\$52.00
Seismic Attachment Inspection	\$52.00
Structural Steel Inspection – Welding/Bolting	\$55.00
Non-Destructive Weld Examination (UT, MT, PT)	\$59.00
ASNT Level III Services	\$100.00
Wood Framing Inspection	\$59.00
Miscellaneous Field / Laboratory Technician Time	\$52.00
40-Hour HAZWOPER / Respirator-Trained / Confined Space Entry Technician	\$75.00
ODOT Certified Technician	\$59.00
ODOT Certified Mix Design Technician (CMDT)	\$85.00
Radiography (Two Man Crew)	\$160.00
Ground Penetrating Radar (Two Man Crew)	\$275.00

Engineer Evaluation, Inspection & Testing Services & Miscellaneous Support Services

Senior Engineer / Geologist	\$130.00
Technical Director	\$130.00
Project Engineer II / Geologist II	\$115.00
Project Engineer I / Geologist I	\$105.00
Construction Services/Laboratory Manager	\$90.00
Staff Engineer II / Geologist II	\$90.00
Staff Engineer I / Geologist I	\$75.00
Senior Engineering Technician/Lead Inspector	\$70.00
Draftsperson / CAD Technician	\$55.00
Administrative Support	\$55.00
Clerical Support	\$37.00

A minimum of two (2) hours per site visit will normally be charged for inspection and testing services. Engineering technician rates include the use of nuclear density testing equipment, concrete slump, air content, and sampling equipment. Overtime is charged at a rate of 1.5 times the rates indicated above. Overtime is defined as work in excess of eight (8) hours per day or forty (40) hours per week, work after 6 pm or before 6 am, and all Saturdays, Sundays, and holidays. Time may be invoiced at 1.5 times the rates indicated if scheduling requests are less than the customary 24-hour notice.

EQUIPMENT

Vehicle Expense	\$0.55 per mile
Cargo Trailer	\$100.00 per day/\$350.00 per week
Concrete Coring Machine w/ Generator	\$100.00 per day
Trash Pump	\$45.00 per day
Reinforcing Steel Locator	\$100.00 per day
Skidmore-Wilhelm Bolt Tension Verification Device	\$60.00 per day
Dynamic Cone Penetrometer	\$50.00 per day
Anchor Pull Test Device (Maximum 3/4" Diameter)	\$125.00 per day
Anchor Pull Test Device (Greater than 3/4" Diameter)	Quoted on Request
Torque Wrench (2,000 ft./lb. capacity)	\$100.00 per day
Torque Wrench (1,000 ft./lb. capacity)	\$75.00 per day
Torque Wrench (600 ft./lb. capacity)	\$50.00 per day
Torque Wrench (250 ft./lb. capacity)	\$35.00 per day
Rebound Hammer	\$100.00 per day
Fiber Optic Scope	\$40.00 per day
Wood Moisture Meter	\$20.00 per day
Non-Destructive Weld Examination Equipment (UT, MT, PT)	\$40.00 per day
Speedy Moisture Tester	\$35.00 per day
Manometer (Water Level)	\$50.00 per day
Moisture Test Kit	\$30.00 each
Supplied Air Respirator System	\$215.00 per day
Oxygen Monitor	\$30.00 per day
Large Format Printing / Reproduction	0.50 per ft ²
Radiography Film	Quoted on Request

OUTSIDE SERVICES

Outside services are charged at cost plus 15 percent (no surcharge if billed directly to and paid by client). Typical outside services include: heavy equipment rental, travel and transportation, lodging, shipping charges, printing and photographs, long distance communications, analytical laboratory testing, and expendable items. Necessary on-site facilities, utilities, parking, and access to the jobsite are presumably the responsibility of the Contractor or Client at no cost to NGI.

Sustenance will normally be charged at a rate of \$40.00 per day plus lodging when the project requires an overnight stay.

LABORATORY TESTING SERVICES FEE SCHEDULE

SOIL TESTING

Atterberg Limits ASTM D4318; AASHTO T89/T90	\$155.00
California Bearing Ratio (CBR)	
ASTM D1883; AASHTO T193	\$590.00
Constant Head Permeability of Granular Soils	
ASTM D2434	\$390.00
Consolidation (w/o time rate)	
ASTM D2435; AASHTO T216	\$390.00
(Time Rate Surcharge of \$ 40.00 per Load)	
Collapse Potential of Soils ASTM D5333	\$320.00
Direct Shear (3 points)	
ASTM D3080; AASHTO T236	\$430.00
Residual Direct Shear (Per Point)	\$240.00
Expansion Index UBC 29-2,	
ASTM D4829; AASHTO T258	\$210.00
Flexible Wall Permeability ASTM D5084	
Undisturbed	\$330.00
Remolded	\$390.00
Moisture Content ASTM D2216; AASHTO T265	\$25.00
Moisture Content and Dry Density	\$35.00
Moisture Density Relationship - Modified	
ASTM D1557; AASHTO T180	\$180.00
Moisture Density Relationship - Standard	
ASTM D698; AASHTO T99	\$180.00
No. 200 Wash ASTM D1140	\$75.00
Organic Content ASTM D2974; AASHTO T267	\$80.00
Particle Size Analysis of Soil ASTM D422	
Without Hydrometer	\$145.00
With Hydrometer	\$200.00
pH CalTrans 643; AASHTO T289	\$80.00
Resistance R-Value ASTM D2844; AASHTO T190	Quoted
Resistance Resistivity - Minimum	
CalTrans 643; AASHTO T288	\$215.00
Specific Gravity of Soil	
ASTM D854; AASHTO T100	\$120.00
Swell or Settlement (One-Dimensional) Potential	
of Cohesive Soils ASTM D4546	Quoted
Triaxial Compression Test AASHTO T296	
Unconsolidated-Undrained ASTM D2850 ..	\$200.00
Consolidated Undrained D4767	Quoted
Unconfined Compression of Soil	
ASTM D2166; AASHTO T208	\$115.00
Unconfined Compression of Rock Cores	
ASTM D4543/D7012 Method C	\$115.00
With Stress/Strain Measurements	\$165.00

CONCRETE AND MASONRY TESTING

Concrete or Grout Mix Design	Quoted
Compression Test, 4" x 8" or 6" x 12" Cylinder	
ASTM C39; AASHTO T22 (up to 6,000 psi) ..	\$18.00
Compression Test, 6" x 12" Cylinder	
ASTM C39; AASHTO T22 (over 6,000 psi) ...	\$40.00
Compression Test, Core ASTM C42; AASHTO T24	\$50.00
Compression Test, Grout Prism	
ASTM C1019; UBC 21-18	\$18.00
Compression Test, Mortar Cube or 2" x 4"	
Cylinder ASTM C109/C780;	
UBC 21-15 or 21-16; AASHTO T106	\$18.00
Compressive Strength of Masonry Block	
ASTM C90; UBC 21-4	\$90.00
Compressive Strength of Masonry Prism -	
Grouted or UngROUTED ASTM C1314;	
UBC 21-17	\$90.00
Density, Absorption, and Voids in Hardened	
Concrete ASTM C642	\$150.00
Flexural Test, 6" x 6" x 22"	
ASTM C78; AASHTO T97	\$60.00
Moisture Content, Unit Weight, Percent Net	
Area & Absorption of Masonry Block	
ASTM C140 (Each)	\$100.00

Split Tensile Testing of Concrete ASTM C496	\$50.00
Potential Alkali Reactivity of Aggregates	
(Mortar-Bar Method) ASTM C1260/C1567 ..	\$850.00

AGGREGATE TESTING

Accelerated Expansion US ACOE CRD-C148	\$300.00
Clay Lumps & Friable Particles (Per Sieve)	
ASTM C142; AASHTO T112	\$80.00
Elongated Materials ODOT TM229; ASTM D4791	\$80.00
Fractured Faces ASTM D5821 (Each Size)	\$90.00
L.A. Abrasion ASTM C131/C535; AASHTO T96	\$275.00
Lightweight Pieces ASTM C123; AASHTO T113	
(1½" Nominal Aggregate Size or Smaller)	
(2.0 Specific Gravity)	\$275.00
(2.4 Specific Gravity)	\$350.00
Moisture Density Relationship - Modified	
ASTM D1557; AASHTO T180	\$180.00
Moisture Density Relationship - Standard	
ASTM D698; AASHTO T99	\$180.00
No. 200 Wash ASTM C117; AASHTO T11	\$75.00
Oregon Air Degradation; ODOT TM208	\$210.00
Organic Impurities ASTM C40	\$80.00
Sand Equivalent ASTM D2419; AASHTO T176	\$120.00
Sieve Analysis ASTM C136; AASHTO T27	
(3" Nominal Aggregate Size or Smaller)	\$85.00
Sieve Analysis Combined with No. 200 Wash	
ASTM C136/C117; AASHTO T27/T11	\$145.00
Soundness - Magnesium or Sodium, 5 cycles	
ASTM C88; AASHTO T104	
(Includes Sieve)	\$380.00
Specific Gravity and Absorption Coarse Aggregate	
ASTM C127; AASHTO T85	\$75.00
Specific Gravity and Absorption Fine Aggregate	
ASTM C128; AASHTO T84	\$100.00
Unit Weight and Voids in Aggregate ASTM C29;	
AASHTO T19	\$115.00
Wood Particles; ODOT TM225	\$75.00

ASPHALTIC CONCRETE TESTING

Asphaltic Concrete Mix Design	Quoted
Core Density and Thickness ASTM D2726/D1188	\$60.00
Theoretical Maximum Specific Gravity	
ASTM D2041; AASHTO T209	\$85.00
Oil Content/Gradation Ignition	
ASTM D6307; AASHTO T308	\$180.00
Oil Content Calibration Ignition ASTM D6307;	
ODOT TM323 (Per Each Temperature)	\$330.00
(With RAP)	\$430.00
Softening Point of Bitumen (Ring-and-Ball)	
ASTM D36	\$250.00
Asphaltic Concrete Mix Design Superpave Verification Set	
(VMA, VFA, Bulk Density) AASHTO T312 ..	\$525.00

ADDITIONAL SERVICES

- Services and fees not listed will be quoted upon request.
- "Rush" lab services requiring overtime will be charged at a rate of 1.25 times the rates indicated. Overtime is defined as work after 6 pm or before 6 am, and all Saturdays, Sundays, and holidays.
- Samples requiring additional processing time beyond what is normally required for the test will be invoiced at the Laboratory Technician rate of \$49.00 per hour.
- Laboratory test rates are for uncontaminated materials delivered to our office. Charges for testing of contaminated materials will be provided on a case-by-case basis.
- All ODOT certified testing will incur a 25 percent surcharge.
- Outside services are charged at cost plus 15 percent (no surcharge if billed directly to and paid by Client).